

Curtis Crockett,

Plaintiff,

vs.

CIGNA Group Insurance,

Defendant.

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COMPLAINT

Curtis Crockett, brings this ERISA action against CIGNA Group Insurance (“Defendant”) to secure short term and long term disability benefits to which he is entitled under a disability benefits policy underwritten and administered by CIGNA Group Insurance. He is covered under the policy by virtue of his employment with SOMPO Japan Ins. Co. of America.

PARTIES

1. Plaintiff, Curtis Crockett, is a citizen and resident of Charlotte, North Carolina.
2. Defendant, CIGNA Group Insurance, is a properly organized business entity doing business in the state of North Carolina in the Western District of North Carolina. The Long Term Disability Plan (the “Plan”) issued in this case was issued by CIGNA Group Insurance to SOMPO Japan Ins. Co. of America.

¹ This Preliminary Statement gives a synopsis of Plaintiff's claim and is not intended as an allegation to be answered by Defendant.

3. This court has jurisdiction to hear this claim pursuant to 28 U.S.C. §1331 in that the claim arises under the laws of the United States. Specifically, Plaintiff brings this action to enforce his rights under ERISA as allowed by 29 U.S.C. §1132.

4. Venue in the Western District of North Carolina is appropriate by virtue of SOMPO Japan Ins. Co. of America doing business in this district.

FACTUAL ALLEGATIONS

5. At all times relevant to this action, Plaintiff has been a covered beneficiary under a group STD and LTD benefits policy issued by CIGNA Group Insurance through his former employer, SOMPO Japan Ins. Co. of America.

6. Under the terms of the policy, CIGNA Group Insurance administered the Plan and had sole authority to grant or deny benefits to applicants.

7. Defendant, CIGNA Group Insurance, has a fiduciary obligation to Plaintiff to administer the Plan and policy fairly and to furnish short term and long term disability benefits according to the terms of the policy, subject to conditions and limitations not applicable to this action.

8. Plaintiff is a sixty-one year old male who worked for SOMPO Japan Ins. Co. of America from November, 2010 until May 2, 2012 as a property claims manager. As of May 2, 2012, the combined effect of Plaintiff's impairments made him incapable of performing any substantial work activity on a sustained basis, i.e., 8 hours per day, 40 hours per week. He thereafter applied to CIGNA Group Insurance for short term disability benefits which were denied and subsequently long term disability benefits which were denied. The Plaintiff filed timely administrative appeals with the final denial being issued on December 29, 2014. Plaintiff returned to work for another employer on October 7, 2013 at a lower stress job which he continues to perform up through the present.

9. Plaintiff submitted medical information to Defendant conclusively establishing that he was disabled as defined within the applicable Plan documents, including assessments from his Board certified treating psychologist, Stephen B. Bondy, Ph.D., his Board certified treating psychiatrist, Marcus A. Pelucio, M.D., his Board certified treating internist, Peter N. Copsis, M.D., and his Board certified orthopedist, Glenn B. Perry, M.D. These medical records provide overwhelming medical evidence of disability from May 2, 2012 until October 7, 2013. Defendant breached its fiduciary duty by determining that Plaintiff was capable of returning to work activity and wrongfully denied Plaintiff's request for short term and long term disability benefits.

10. Plaintiff has now exhausted his administrative remedies, and his claim is ripe for judicial review pursuant to 29 U.S.C. § 1132.

WRONGFUL DENIAL OF BENEFITS
UNDER ERISA, 29 U.S.C. §1132 FOR THE FOLLOWING REASONS:

11. Defendants have wrongfully denied STD and LTD benefits to Plaintiff in violation of the Plan provisions and ERISA for the following reasons:

- a. Plaintiff is totally disabled, in that he cannot perform the material duties of his own occupation, and he cannot perform the material duties of any other occupation which his education, training or experience would reasonably allow;
- b. Defendant failed to accord proper weight to the evidence in the administrative record showing that Plaintiff is totally disabled;
- c. Defendant's interpretation of the definition of disability contained in the policy is contrary to plain language of the policy, unreasonable, arbitrary and capricious; and
- d. Defendant has violated its contractual obligation to furnish short term and long term disability benefits to Plaintiff.

WHEREFORE, Plaintiff prays the Court:

1. Grant Plaintiff declaratory and injunctive relief, finding that he is entitled to short term and long term disability benefits under the terms of the CIGNA Group Insurance policy for the time period May 2, 2012 through October 7, 2013.
2. Enter an order awarding Plaintiff all reasonable attorney fees and expenses incurred as a result of Defendants' wrongful denial in providing coverage.
3. Enter an award for such other relief as may be just and appropriate.

Dated this 25th day of February, 2015

s/ Robert A. Whitlow
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